UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re: ON-LINE TRAVEL COMPANY (OTC) HOTEL BOOKING ANTITRUST LITIGATION	)	Case No. 3:12-cv-3515-B RELATES TO ALL CASES

PLAINTIFFS' MOTION TO STAY ARBITRATION BRIEFING PENDING SUPREME COURT DECISION; MOTION TO ALLOW FOR DISCOVERY REGARDING ARBITRATION AND FOR EXTENSION OF TIME FOR PLAINTIFFS TO RESPOND TO MOTION TO COMPEL ARBITRATION; UNOPPOSED MOTION FOR EXPEDITED BRIEFING AND DECISION; AND BRIEF IN SUPPORT OF ALL THREE MOTIONS

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COME NOW, Plaintiffs in all of the consolidated actions in this MDL, by and through duly-appointed Lead Counsel, and file Plaintiffs' Motion to Stay Arbitration Briefing Pending Supreme Court Decision; Motion to Allow for Discovery Regarding Arbitration and for Extension of Time for Plaintiffs to Respond to Motion to Compel Arbitration; Unopposed Motion for Expedited Briefing and Decision; and Brief in Support of All Three Motions, and for such would respectfully show the Court as follows:

I.

THE COURT SHOULD STAY BRIEFING ON THE MOTION TO COMPEL ARBITRATION PENDING THE SUPREME COURT'S DECISION IN *AMERICAN EXPRESS CO. V. ITALIAN COLORS RESTAURANT*

Plaintiffs intend to argue, among other reasons, that the Court should deny Defendants Travelocity.com, LP's and Sabre Holdings Corporation's Motion to Compel Arbitration and for an Order Excluding Certain Claims of Putative Class Members (the "Arbitration Motion") [Dkt. 71] because the alleged arbitration clause in issue contains a purported ban on class arbitration and litigation. *See* Arbitration Motion at 4. Specifically, Plaintiffs will argue that no individual Plaintiff or class member could possibly prosecute an antitrust action against Defendants Travelocity.com, LP and Sabre Holding Corporation ("Defendants") because of the extremely high expert witness and other non-recoverable costs that would be involved, such that enforcement of the arbitration clause would prevent Plaintiffs from effectively vindicating their statutory rights under the antitrust laws, including the Sherman Act.

Notably, the Supreme Court currently has pending before it in *American Express Co. v. Italian Colors Restaurant,* Case No. 12-133, the question of "Whether the Federal Arbitration Act permits courts, invoking the 'federal substantive law of arbitrability,' to invalidate arbitration agreements on the ground that they do not permit class arbitration of a federal-law claim." *See*

Question Presented in connection with certiorari granted November 9, 2012, a true and correct copy of which is attached hereto as Exhibit A. The Court should stay all arbitration briefing until the Supreme Court answers this question.

As background, the Second Circuit originally held in 2009 that under "the federal substantive law of arbitration," and not state law on unconscionability, because the plaintiffs proved that no plaintiff or individual class member could afford to bring an individual antitrust action, the class action waiver effectively immunized American Express from antitrust liability and that this immunity offended federal public policy, making the waiver unenforceable. *In re American Express Merchants' Litig.,* 554 F.3d 300, 320 (2d Cir. 2009) ("*American Express I*"). Because the plaintiffs had declared themselves agreeable to proceeding to class arbitration, the court struck only the class action waiver and did not decide whether it was severable from the remainder of the arbitration provision. *Id.* at 321.

The United States Supreme Court vacated the Second Circuit's decision and remanded the case for reconsideration in light of *Stolt-Nielson S.A. v. AnimalFeeds Int'l Corp.,* 559 U.S. 662 (2010). In a 2011 opinion, the Second Circuit held that *Stolt-Nielson* did not affect its decision, and it again held that the excessive costs that would prohibit individual plaintiffs from vindicating their statutory antitrust rights made the class action waiver unenforceable. *In re American Express Merchants' Litig.*, 634 F.3d 187, 199 (2d Cir. 2011) ("*American Express II*"). The only difference from the first decision was that the Second Circuit struck down the entire arbitration clause because American Express had chosen class action litigation over class arbitration. *Id.* at 200.

Subsequently, the Supreme Court vacated *American Express II* and remanded it to the Second Circuit for that court to reconsider its decision in light of the Supreme Court's decision in

*AT&T Mobility LLC v. Concepcion,*131 S. Ct. 1740 (2011). The Second Circuit held that *Concepcion* did not require it to change its ruling, and it once again held the arbitration clause unenforceable because the class action waiver would prevent individual plaintiffs from vindicating their rights under the antitrust laws. *In re American Express Merchants' Litig.,* 667 F.3d 204, 219 (2d Cir. 2012) ("*American Express III*"), *cert granted,* 133 S. Ct. 594 (2012). The Supreme Court granted certiorari, and oral argument in the case took place on February 27, 2013.

Accordingly, in the normal course of events, before the Supreme Court leaves for its summer break in June, 2013, it should decide the fundamental question of whether a court can hold invalid an arbitration clause containing a class waiver as it applies to very complex antitrust claims like those asserted in this litigation because it would be prohibitively expensive for any plaintiff to individually pursue such claims, whether in arbitration or in litigation. Given that Plaintiffs in this case will make this exact argument in the exact same context using very similar evidence, it makes no sense whatsoever for the parties to brief this issue, and for the Court to decide it, in the absence of the Supreme Court guidance that should be forthcoming in less than ninety days.

If the Supreme Court upholds the basic Second Circuit ruling, it will likely discuss the evidence necessary for a party resisting arbitration to prove that defense, giving guidance to Plaintiffs in taking discovery and drafting their response. And, assuming Plaintiffs provide the necessary evidence, the Court will have certainty that it must deny the Arbitration Motion. Conversely, if the Supreme Court holds that the inability to economically assert antitrust claims on an individual basis does not prevent enforcement of an arbitration clause containing a class waiver, Plaintiffs will likely not even make the argument, saving the parties extensive time and effort in briefing same and saving the Court from having to decide same. Regardless of the ultimate ruling of the Supreme Court, in order to preserve the parties' and its own resources, this Court should stay all briefing of the Arbitration Motion pending the Supreme Court's decision in *American Express*.

II.

THE COURT SHOULD GRANT PLAINTIFFS THE RIGHT TO TAKE LIMITED, TARGETED DISCOVERY REGARDING ARBITRATION AND EXTEND THE DEADLINE FOR PLAINTIFFS TO RESPOND TO THE ARBITRATION MOTION TO ACCOMMODATE SAME

Plaintiffs request that the Court grant them the right to engage in the following discovery specifically targeted to arbitration issues: (1) obtain document production and interrogatory answers from Defendants; (2) take corporate representative depositions of Defendants; (3) obtain document production from non-party American Arbitration Association ("AAA"), Defendants' chosen arbitral forum; and (4) take a corporate representative deposition of AAA. Plaintiffs request the very limited time period of ninety (90) days from the date the Supreme Court hands down its decision in *American Express* to take the necessary discovery and file its response to the Arbitration Motion.

Plaintiffs seek discovery in connection with the following arguments for the unenforceability of the purported arbitration clause: (1) a potential challenge to the existence of the arbitration agreement on the basis that Plaintiffs did not agree to it; (2) a challenge to the existence of the arbitration agreement on the basis that it is illusory because American Express purports to have the contractual right to unilaterally amend or delete any contractual terms at any time, including the arbitration clause; (3) that it would be prohibitively expensive for any individual plaintiff to pursue the antitrust claims brought in this litigation, preventing the effective vindication of Plaintiffs' statutory rights under the antitrust laws; (4) that the provision forbidding in-person arbitration hearings without American Express's consent makes the arbitral forum fundamentally unfair; and (5) that the clause's requirement of using AAA arbitrators in Tarrant County, Texas, makes the chosen arbitral forum fundamentally unfair. Plaintiffs set forth below the specific discovery needed in connection with each of these arguments.

A. *PLAINTIFFS SHOULD BE GRANTED DISCOVERY REGARDING THE EXISTENCE OF AN ENFORCEABLE ARBITRATION AGREEMENT.*

The Federal Arbitration Act itself provides that, "If the making of the arbitration agreement … be an issue, the court shall proceed summarily to a trial thereof." 9 U.S.C § 4. Accordingly, not only are plaintiffs challenging the making of an arbitration agreement entitled to discovery regarding same, they are entitled to a trial regarding same. *Larsen v. J.P. Morgan Chase Bank, N.A.,* 438 Fed. Appx. 894, 895 (11th Cir. 2011); *Flemming v. Montgomery,* 2008 WL 2783281, at *1 & 2 (N.D. Miss. July 15, 2008); *Berger v. Cantor Fitzgerald Securities,* 942 F. Supp. 963, 966 (S.D.N.Y. 1996).

In this case, Defendants offer only a declaration from an employee claiming that a user must have agreed to the Travelocity User Agreement in order to have purchased a hotel room using the Travelocity.com website and, further, that since February 4, 2010, Travelocity's User Agreement has contained an arbitration clause and class action waiver provision. *See* Defendants Travelocity.com, LP's and Sabre Holdings Corporation's Appendix of Exhibits in Support of their Motion to Compel Arbitration and for an Order Excluding Certain Claims of Putative Class Member ("App."), Exhibit 1 - Declaration of Francisco Trejo ("Trejo Dec.") [Dkt. 72] and the exhibits thereto. Defendants offer no evidence whatsoever that any of the Plaintiffs in any of the cases agreed to an arbitration clause.

Initially, Defendants offer no evidence that any Plaintiff purchased a hotel room through Travelocity on or after February 4, 2010, so as to even potentially be subject to an arbitration agreement.[1] Plaintiffs deserve to take discovery from Travelocity regarding this issue. Furthermore, Plaintiffs deserve the chance to investigate whether, in fact, since February 4, 2010, all users had to click the box purporting to agree to Travelocity's User Agreement in order to purchase a hotel room. Further, Plaintiffs deserve discovery showing what percentage of users actually clicked on the link and went to the page containing the Travelocity User Agreement before buying a hotel room. If, as Plaintiffs suspect, almost no users did so, this presents a question of whether the arbitration agreement was sufficiently conspicuous to be considered binding upon purchasers of hotel rooms from Travelocity.com.

Furthermore, the purported Travelocity User Agreement provides in the very first paragraph that, "Travelocity may at any time modify this User Agreement and your continued use of this site or Travelocity's services will be conditioned upon the terms and conditions in force at the time of your use." App., Ex. 1 (Trejo Dec.), Exs. B-D thereto. The ability of Travelocity to unilaterally amend the User Agreement, including the ability to substantially change or even revoke the arbitration agreement at any time, arguably makes the arbitration clause illusory and unenforceable. *See Morrison v. Amway Corp.*, 517 F.3d 248, 257 (5th Cir. 2008). Plaintiffs intend to take discovery regarding the number of times Defendants have unilaterally amended the User Agreement and, specifically, the arbitration clause, to better illustrate the illusory nature of the arbitration agreement.

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[1] Defendants' failure to do so is notable given they undoubtedly have the capability to search their records for each of the Plaintiffs' names to see if they were customers after February 4, 2010.

B. *PLAINTIFFS SHOULD BE GRANTED DISCOVERY REGARDING THE PROHIBITIVE COSTS OF PURSUING ANTITRUST CLAIMS INDIVIDUALLY.*

In *Greentree Financial Corp. – Alabama v. Randolph*, the Supreme Court acknowledged in dicta "that the existence of large arbitration costs could preclude a litigant … from effectively vindicating her federal statutory rights in the arbitral forum." 531 U.S. 79, 90 (2000). Among the costs at issue were "payment of filing fees, arbitrators' costs and other arbitration expenses." *Id.* at 84. In the end, the *Greentree* court held that a plaintiff bears the burden of proving with evidence the likelihood of incurring such costs and that the plaintiff in that case had failed to submit sufficient evidence to prove that the costs of arbitration would effectively prevent her from vindicating her statutory rights. *Id.* at 91-92.

In *American Express III*, the Second Circuit noted that multiple other circuits had accepted the legal premise that plaintiffs can challenge class action waivers on the ground that prosecuting such claims on an individual basis would be a cost-prohibitive method of enforcing statutory rights but had found in each of those cases that the plaintiffs had failed to present sufficient evidence to prove same. 667 F.3d at 216-17 (citations omitted). The Second Circuit then discussed at length how the plaintiffs in its case had proven that the costs to them of individually arbitrating their dispute with American Express would be prohibitive, effectively denying them the statutory protections of the antitrust laws. *Id.* at 217-218.

It follows from the placement of the burden on the plaintiff to prove prohibitive costs that the plaintiff should be entitled to discovery to prove same if relevant facts are within the possession of the defendant seeking to compel arbitration or even of third parties, such as the arbitral forum. *Blair v. Scott Specialty Gases*, 283 F.3d 595, 609 (3d Cir. 2002) ("Without some discovery … it is not clear how a claimant could present information on the costs of arbitration as required by *Greentree….*").

As a federal district court in Washington explained:

> Finally, plaintiffs assert that they need discovery regarding the alleged unconscionability of the arbitration clauses – specifically whether they will be able to effectively vindicate their statutory rights in the arbitral forum…. Numerous courts have required discovery on such issues prior to ruling on a motion to compel arbitration. *See, e.g., Newton v. Clearwire Corp.,* No. 2:11-cv-00783-WMS-DAD, 2011 WL 4458971, at *6-8 (E.D. Cal. Sept. 23, 2011) (permitting limited pre-arbitration discovery regarding unconscionability); *Plows v. Coverall North America, Inc.*, 2011 WL 3501872, at *5 (permitting four months to conduct discovery on the enforceability of the arbitration agreement); *Laguna*, 2011 WL 3176469, at *7 (permitting limited discovery, narrowly tailored to determine whether arbitration clause is enforceable under state law); *Hamby v. Power Toyota Irvine*, 798 F. Supp. 2d 1163, 1164-65 (S.D. Cal. 2011) (permitting limited pre-arbitration discovery on issue of unconscionability); *Larsen v. J.P. Morgan Chase Bank, N.A.,* Nos. 10-12936, 10-12937, 2011 WL 3794755, at *1 (11th Cir. Aug. 26, 2011) (vacating district court order which denied a motion to stay pending arbitration and remanding with instructions to reconsider in light of the Supreme Court's decision in *Concepcion* stating that "discovery is to be limited to issues bearing significantly on the arbitrability of this dispute until the question of arbitrability has been decided."). Accordingly, plaintiffs' motion for discovery was granted with respect to the narrow issue of whether the arbitration clauses at issue would permit plaintiffs to vindicate their statutory rights.

Hesse v. Sprint Spectrum, L.P., 2012 WL 37399, at *4 (W.D. Wash. Jan. 9, 2012).

Beyond the *Hesse* decision and the five cases cited therein, numerous other courts have similarly allowed discovery on these or similar issues: *Hibler v. BCI Coca-Cola Bottle Co. of Los Angeles*, 2011 WL 4102224 at *1-2 (S.D. Cal. Sept. 14, 2011) (allowing discovery into formation of contract and possible procedural and substantive unconscionability); *Trombley v. Bank of America Corp.,* 636 F. Supp. 2d 151 (D.R.I. 2009) (allowing discovery into whether arbitration clause was unconscionable); *Terminix Int'l co. v. Crisel,* 2008 WL 4831755, at *3 (W.D. Ark. Nov. 3, 2008) (holding plaintiff entitled to unconscionability discovery); *Keeton v. Wells Fargo Corp.*, 987 A.2d 1118, 1122 (D.C. 2010) (remanding to district court with instruction to allow discovery, followed by an evidentiary hearing, to determine unconscionability).

In this case, Plaintiffs seek discovery from AAA as to how many individual antitrust claims it has ever arbitrated anywhere in the United States, the administrative and arbitrators' costs charged to the parties in any such cases, the lengths of such hearings and the identities of the parties and their attorneys. Plaintiffs will specifically ask AAA about any antitrust arbitrations conducted under Defendants' arbitration clause and ask Defendants whether they have ever arbitrated antitrust claims before AAA or any other arbitral forum and, if so, the lengths of such hearings, the arbitral forum's administrative charges, the arbitrators' fees paid, the expert witness fees paid and the attorneys' fees paid. Plaintiffs would also seek from Defendants similar information regarding any antitrust cases they have litigated in the court system.

This discovery will provide critical information. If neither AAA nor Defendants have ever arbitrated individual antitrust cases, that will strongly indicate that it is not economically feasible to do so. If they have arbitrated individual cases, the information regarding the actual costs incurred will provide objective evidence of the likely costs to Plaintiffs in this litigation and whether such costs will be prohibitive.

Notably, evidence of exactly this type was discovered and admitted into evidence in an arbitration hearing in California and was cited by the court in holding an arbitration clause unenforceable because of prohibitive costs. *Ting v. AT&T*, 182 F. Supp. 2d 902, 915-917 & 933-34 (N.D. Cal. 2002), *aff'd*, 319 F.3d 1126 (9th Cir. 2003) (citing and relying upon evidence of AT&T's past litigation and arbitration history, expected administrative fees under AAA rules, the fees charged by 82 AAA arbitrators, the percentage of complaints going to arbitration and related facts).

C. *PLAINTIFFS SHOULD BE GRANTED DISCOVERY REGARDING WHETHER THE ARBITRAL FORUM CHOSEN BY DEFENDANTS IS BIASED TOWARD DEFENDANTS AND/OR FUNDAMENTALLY UNFAIR TO PLAINTIFFS.*

Defendants' purported arbitration clause contains two very unusual provisions: (1) regardless of where Plaintiffs reside in the United States, the clause calls for arbitration before AAA arbitrators in Tarrant County, Texas, where both Defendants maintain their headquarters; and (2) the clause provides for only written submissions or telephone or online hearings and expressly forbids live appearances of parties and witnesses, unless both sides agree in writing. App., Ex. 1 thereto, Exs. B-D thereto. Plaintiffs have grave concerns that this makes the arbitral forum chosen by Defendants biased in favor of Defendants and/or otherwise fundamentally unfair to Plaintiffs.

Plaintiffs have multiple concerns about a limitation to using only AAA arbitrators in Tarrant County, Texas. First, Plaintiffs fear that no AAA arbitrators in Tarrant County, Texas, may exist who are competent to adjudicate a complex antitrust case and, if there are any, that they may all be antitrust defense lawyers, such that there may not be enough competent unbiased arbitrators in Tarrant County, Texas. Plaintiffs also have concerns that a significant number of potential arbitrators may have professional and/or social relationships with Defendants and their many employees. Plaintiffs also have a strong concern that, from experiences in previous arbitrations, Defendants know which arbitrators are defense-oriented, as opposed to plaintiff-oriented, such that it will have a significant advantage in striking arbitrators and picking a favorable arbitrator. Plaintiffs also have significant concern that Defendants have effectively blackballed all arbitrators who have ever ruled against them previously. The latter two concerns are sometimes referred to as "repeat player" bias.

In order to explore these concerns, Plaintiffs intend to obtain from AAA a complete list of all AAA arbitrators in Tarrant County, Texas, and their biographies and then conduct research about them to determine if there are sufficient arbitrators competent to handle complex antitrust cases who do not either have connections with Defendants or otherwise have a strong pro-defense bias. Plaintiffs also intend to take discovery from Defendants regarding every AAA arbitration they have participated in before AAA Tarrant County arbitrators, including the nature of the claims, the opposing parties, the identity of the arbitrators, the issues involved and the outcomes. Plaintiffs can thereby tell whether Defendants have been able to use the same arbitrators over and over who have consistently favored them and whether they have never re-used arbitrators who have decided against them. Plaintiffs will also be able to tell whether Defendants have been able to use arbitrators who have professional and/or social relationships with Defendants and/or their employees. From all of these things and from the outcomes of the arbitrations, Plaintiffs will be able to tell whether Defendants have such an advantage in front of AAA Tarrant County arbitrators that the arbitral forum must be considered biased and incapable of rendering a fair adjudication.

Plaintiffs also intend to conduct discovery as to whether the arbitrations conducted by Defendants in Tarrant County, Texas, have been through written submissions, phone, online or in person and whether Defendants have ever agreed to in-person hearings under a clause which requires their written agreement. Plaintiffs intend to investigate the outcomes of the hearings not conducted in person to see if they indicate a strong advantage to Defendants. Plaintiffs also intend to evaluate whether such types of hearings have ever been used to handle complex claims involving multiple experts and large numbers of exhibits and witnesses, such as would be required for even an individual antitrust claim. In short, Plaintiffs intend to, and have the right to, investigate whether the arbitration mechanisms required by the purported arbitration clauses are even capable of handling the types of antitrust claims that Plaintiffs assert in this case.

Significantly, in cases involving the National Arbitration Forum, which was later proven in a suit by the Minnesota Attorney General to have been deliberately biased in favor of defendants, courts allowed similar discovery. *See Toppings v. Meritech Mortgage Services, Inc.*, 140 F. Supp. 2d 683, 685 (S.D. W. Va. 2001) (allowing discovery regarding "the impartiality and other challenges to the NAF as the chosen arbitral forum"); *Trombley*, 636 F. Supp. 2d at 154 (allowing "limited discovery to address … the alleged institutional bias of the NAF…."); *Hayes v. County Bank*, 713 N.Y.S.2d 267, 270 (Sup. Ct. 2000), *aff'd*, 728 N.Y.S.2d 709 (App. Div. 2001) (mem.) (allowing plaintiff to conduct discovery regarding "the impartiality of [the National Arbitration Forum and] the relationship between NAF and the defendant").

D. *THE COURT SHOULD GRANT PLAINTIFFS NINETY DAYS TO CONDUCT THE NECESSARY DISCOVERY AND FILE A RESPONSE.*

Assuming the Court grants the stay of briefing regarding the Arbitration Motion pending the Supreme Court's decision in *American Express*, Plaintiffs request ninety days from the date the Supreme Court hands down its decision in which to conduct the necessary discovery set forth above and file a response to the Arbitration Motion. Even though the discovery sought is limited and targeted, it will require service of written discovery on Defendants and of a document subpoena on AAA and then corporate representative depositions of each. Of course, each will have thirty days to respond to document requests and some time will be needed to review and process those documents. Further, if the parties cannot agree on the written discovery requests, some briefing and court intervention may be necessary. Then, the depositions have to be scheduled, taken, reviewed and processed. Given all of this, ninety days to take the discovery and draft a response is a very reasonable period of time.

Alternatively, if the Court denies the stay pending the Supreme Court's decision in *American Express*, but it grants the requested discovery to Plaintiffs, Plaintiffs request ninety days from the date the Court enters its order denying the stay to conduct the necessary research and file their response. The same reasons justifying ninety days set forth above apply fully with this starting date as well.

Alternatively, if the Court denies both the stay and the discovery, Plaintiffs request thirty days from the date the Court enters the order denying both to file its response. Given the point of the stay, Plaintiffs should not have to begin drafting their response to the motion to dismiss unless and until the Court has ruled that they will not receive a stay or discovery. Thirty days thereafter is only nine days more than the time set forth in the Local Rules for responding to a motion. That time is justified because of the number of arguments that must be made, their complexity, and the necessity to obtain expert economist affidavit testimony regarding the costs of individually litigating antitrust claims.

Finally, and alternatively, if the Court denies all other relief requested above, given the need to obtain expert testimony and the complexity of the issues, Plaintiffs request an extension of fourteen days from April 22, 2013, to May 6, 2013, to file their response to the Arbitration Motion.

III.

THE COURT SHOULD EXPEDITE THE BRIEFING AND ITS DECISION ON THESE MOTIONS

As just noted, Plaintiffs' response to the Arbitration Motion is currently due April 22, 2013. Since Defendants will have twenty-one days under the Local Rules to respond to these motions, the Court would not have the chance to rule on the stay and the request for an extension of the response deadline before the response to the Arbitration Motion is due unless briefing and decision on these motions are expedited. Plaintiffs request, and Defendants do not oppose, the Court ordering Defendants to file their response to these motions by April 12, 2013. Likewise, Plaintiffs request, and Defendants do not oppose, the Court ordering them to file their reply by April 16, 2013. Plaintiffs request that the Court rule as soon thereafter as possible and as long before the current April 22, 2013 response deadline as possible.

IV.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs in the consolidated actions respectfully request the Court to stay briefing on the Arbitration Motion pending the Supreme Court's decision in *American Express,* to allow Plaintiffs to take limited, targeted discovery, and to give Plaintiffs ninety days from the date the Supreme Court enters its decision in *American Express* to conduct that discovery and file its response, to order expedited briefing on these motions and to make an expedited decision, and to grant Plaintiffs all such other and further relief, general or special, legal or equitable, to which they may show themselves justly entitled.

Respectfully submitted,

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CERTIFICATE OF CONFERENCE

The undersigned certifies that he conferred with Steve Kaiser, attorney for Defendants Travelocity.com and Sabre Holdings, via telephone on April 4, 2013, regarding all of the relief requested herein. Mr. Kaiser stated that his clients oppose all of the relief requested except for expediting the briefing and consideration of these motions. Mr. Kaiser agreed to Defendants' response being due on April 12, 2013, and Plaintiffs' reply being due on April 16, 2013.

/s/ Roger L. Mandel
Roger L. Mandel

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing *Plaintiffs' Motion to Stay Arbitration Briefing Pending Supreme Court Decision; Motion to Allow for Discovery Regarding Arbitration and for Extension of Time for Plaintiffs to Respond to Motion to Compel Arbitration; Unopposed Motion for Expedited Briefing and Decision; and Brief in Support of All Three Motions* has been served upon all counsel of record via the Court's electronic filing system on the 8th day of April, 2013.

/s/ Roger L. Mandel
Roger L. Mandel